

Hand-Delivered

Pro Se 6 (Rev. 12/16) Complaint for a Civil Case Alleging that the Defendant Owes the Plaintiff a Sum of Money

UNITED STATES DISTRICT COURT

for the
Western District of North Carolina
Civil Division

FILED
CHARLOTTE, NC

FEB 06 2025

US DISTRICT COURT
WESTERN DISTRICT OF NC

Nicole Abrams-Kelly
Clo Global Existence Foundation

Plaintiff(s)

(Write the full name of each plaintiff who is filing this complaint. If the names of all the plaintiffs cannot fit in the space above, please write "see attached" in the space and attach an additional page with the full list of names.)

Nissan of NA -v-

GEICO Insurance Corporation
Modern Automotive Network (NC)

Defendant(s)

(Write the full name of each defendant who is being sued. If the names of all the defendants cannot fit in the space above, please write "see attached" in the space and attach an additional page with the full list of names.)

Case No. 3:25-cv-91-KDB
(to be filled in by the Clerk's Office)

Jury Trial: (check one) Yes No

COMPLAINT FOR A CIVIL CASE ALLEGING THAT THE DEFENDANT OWES PLAINTIFF A SUM OF MONEY (28 U.S.C. § 1332; Diversity of Citizenship)

I. The Parties to This Complaint

A. The Plaintiff(s)

Provide the information below for each plaintiff named in the complaint. Attach additional pages if needed.

Name
Street Address
City and County
State and Zip Code
Telephone Number
E-mail Address

Nicole Abrams-Kelly
9932 Janeiro Drive
Huntersville, Mecklenburg County
North Carolina, 28078
(856) 379-9004
Nicole Abrams Kelly@outlook.com

B. The Defendant(s)

Provide the information below for each defendant named in the complaint, whether the defendant is an individual, a government agency, an organization, or a corporation. For an individual defendant, include the person's job or title (*if known*). Attach additional pages if needed.

Defendant No. 1

Name Nissan of North America
Job or Title (*if known*) Arbitration Specialist - CA
Street Address PO Box 1085003
City and County Franklin
State and Zip Code TN, 37068-5003
Telephone Number (615) 725-7851
E-mail Address (*if known*) amanda.yett@nissan-usa.com

Defendant No. 2

Name GEICO Insurance (Claims Dept.)
Job or Title (*if known*) Asst. VP Virginia Beach Regional Ofc.
Street Address 1345 Perimeter Parkway
City and County Virginia Beach
State and Zip Code Virginia, 23454
Telephone Number (888) 841-1003
E-mail Address (*if known*) N/A

Defendant No. 3

Name Mr. David Fox
Job or Title (*if known*) NC AGO, Consumer Protection Specialists
Street Address 9001 Mail Service Center
City and County Raleigh, Wake County
State and Zip Code North Carolina, 27609-9001
Telephone Number (919) 716-6400
E-mail Address (*if known*) opengov@nc.doj.gov

Defendant No. 4

Name Mr. Randy Reid
Job or Title (*if known*) Federal DOT, NHTSA Chief of Defects
Street Address 1200 New Jersey Avenue, SE
City and County Washington
State and Zip Code District of Columbia, 20590
Telephone Number (202) 366-2992
E-mail Address (*if known*) Interpretations.NHTSA@dot.gov

Defendant No. 5

Name Mr. Michael Feiereisel
General Counsel for Modern Automotive Network (NC)
Street Address 3901 W. Pt. Blvd.
City and County Winston-Salem
State and Zip Code North Carolina, 27103

N/A

II. Basis for Jurisdiction

Federal courts are courts of limited jurisdiction (limited power). Under 28 U.S.C. § 1332, federal courts may hear cases in which a citizen of one State sues a citizen of another State or nation and the amount at stake is more than \$75,000. In that kind of case, called a diversity of citizenship case, no defendant may be a citizen of the same State as any plaintiff. Explain how these jurisdictional requirements have been met.

A. The Plaintiff(s)

1. If the plaintiff is an individual

The plaintiff, (name) Nicole Abrams-Kelly, is a citizen of the State of (name) North Carolina.

2. If the plaintiff is a corporation

The plaintiff, (name) Global Existence Foundation (GEF), is incorporated under the laws of the State of (name) North Carolina, and has its principal place of business in the State of (name) North Carolina.

(If more than one plaintiff is named in the complaint, attach an additional page providing the same information for each additional plaintiff.)

B. The Defendant(s)

1. If the defendant is an individual

The defendant, (name) NISSAN of North America, is a citizen of the State of (name) Tennessee. Or is a citizen of (foreign nation) Nissan Shatai Kyushu Co., LTD.

2. If the defendant is a corporation

The defendant, (name) GEICO Insurance Corporation, is incorporated under the laws of the State of (name) Maryland, and has its principal place of business in the State of (name) Maryland. Or is incorporated under the laws of (foreign nation) N/A, and has its principal place of business in (name) Chevy Chase, Maryland.

(If more than one defendant is named in the complaint, attach an additional page providing the same information for each additional defendant.)

C. The Amount in Controversy

The amount in controversy—the amount the plaintiff claims the defendant owes or the amount at stake—is more than \$75,000, not counting interest and costs of court, because (explain):

Nissan of North America = \$63,000. (Replacement vehicle value)
GEICO Insurance Corporation = \$10,000. (Taxes, tags, repair refund and fees as of 2025.)

III. Statement of Claim

Write a short and plain statement of the claim. Do not make legal arguments. State as briefly as possible the facts showing that each plaintiff is entitled to the damages or other relief sought. State how each defendant was involved and what each defendant did that caused the plaintiff harm or violated the plaintiff's rights, including the dates and places of that involvement or conduct. If more than one claim is asserted, number each claim and write a short and plain statement of each claim in a separate paragraph. Attach additional pages if needed.

The defendant, (name) NISSAN of North America, owes the plaintiff (specify the amount) \$ 63,000.00, because (use one or more of the following, as appropriate): NCAGO File #1703032, Court Case file #16CV28585 (No Show) and Lemon Law filing #NIS 152513.

A. On a Promissory Note

On (date) 5/17/2016 On (date) NCDOT Letter, the defendant signed and delivered a note promising to pay the plaintiff on (date) 2/7/2017 the sum of (specify the amount) \$ 200.00 with interest at the rate of (specify the amount) 10 percent. The defendant has not paid the amount due and owes (state the amount of unpaid principal and interest) \$ 0. A copy of the note is attached as an exhibit or is summarized below. (Attach the note or summarize what the document says.) Invoice # 8063688 Modern Nissan of Lake Norman

\$103.92 billed with a payment of \$200. Customer # 618364

B. On an Account Between the Parties

The defendant owes the plaintiff (specify the amount) \$ 63,000.00. This debt arises from an account between the parties, based on (state the basis, such as an agreement between a credit-card company and a credit-card holder) BBB Autoline Credit form for case # NIS1525131, Contract date August 9, 2015; Lemon vehicle filing, Nissan failed to repair vehicle due to manufacturer defects. LEMON LAW enforcement.

The plaintiff sent the defendant a statement of the account listing the transactions over a certain period and showing the bills sent, the payments received or credits approved, and the balance due. The defendant owes (specify the amount) \$ 63,000.00. Copies of the bills or account statements are attached as exhibits or summarized below. (Attach the statements or summarize what they say.)

Attachments provided and labeled.

III Promissory Note A.



Wayne Goodwin | Commissioner of Insurance

May 17, 2016

Mrs. Nicole Abrams-Kelly
9932 Janeiro Drive
Huntersville, NC 28078

RE: File Number: 2016-03-00496

Dear Mrs. Abrams-Kelly:

Following receipt of your recent complaint to the North Carolina Department of Insurance, we contacted the insurance company on your behalf. Attached is a copy of the company's report for your review.

The company continues to stand firm that the concerns with the air bag light and the brake pads are not a result of the accident. If you do not agree with the company's decision, you have the option of submitting this matter to a court of law.

I trust this information will be helpful to you. If our office can be of assistance with any future insurance related matters, please give us a call.

Respectfully,

A handwritten signature in black ink that reads "Pam Allen".

Pam Allen, CISR, ACLS, PCLS
Property & Casualty Complaint Analyst
(919) 814-9868

Attachment

III - Promissory Note B.

FTC # Ref. 71206900

OMER #: 618366

8063688



NISSAN
of LAKE NORMA

INVOICE

COLE ABRAMS-KELLY
O BOX 2772
INTERSVILLE, NC 28070-2772
HOME: 704-779-8904 CONT: 704-787-5361
US: CELL: 704-787-5361

DUPLICATE 4
PAGE 1

18615 Statesville Rd • Cornelius, NC 28031
Phone: (704) 237-6100 • Service (888) 434-0833
ModernAuto.com

SERVICE ADVISOR: 20746 ALYSIA R BROWN

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN YR	TA
ALAXY-BLK	06	NISSAN ARMADA	5N1AA08B56N726547		144423 / 144423	T28
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT
1 MAY 06 DD			18:00 07 FEB 17		CC	07 FEB 17

RC OPENED	READY	OPTIONS: ENG: 5.6 LITER GAS	LIST	NET	TOTAL
-----------	-------	-----------------------------	------	-----	-------

07:32 03 FEB 17 17:23 07 FEB 17 A Customer States - VEHICLE WAS TOWED TO THE SHOP, VEHICLE DOES NOT

START PLEASE CHECK AND ADVISE

DDCS Customer States - VEHICLE WAS TOWED TO THE SHOP, VEHICLE DOES NOT START PLEASE CHECK

AND ADVISE

133420 ISP

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A:
144423 BATTERY TERMINALS NOT CONNECTED TO BATTERY REPLACEMENT
NEEDED, CHARGING SYSTEM TEST PROVE NO PROBLEMS FOUND IN BATTERY OR
CHARGING SYSTEM REPLACED POSITIVE TERMINAL AND NEGATIVE TERMINAL WITH
WIRE, CONNECTION GOOD AND TIGHT AND NO PROBLEMS NOW FOUND.

(N/C)
0.00

B Perform Nissan Multi-Point Inspection

MPI Perform Nissan Multi-Point Inspection

133420 ISP

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B:

(N/C)
0.00

C 4/32 - 5/32 Tire Tread - Yellow

TTY 4/32 - 5/32 Tire Tread - Yellow

133420 ISP

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C:

(N/C)
0.00

D** Battery Cable, Negative - Replace

EL15 Battery Cable, Negative - Replace

133420 C

PARTS: 1 24080-7S200 CABLE ASSY-BATTERY EARTH 29.73 29.73 74.19 74.19
LABOR: 29.73 OTHER: 0.00 TOTAL LINE D:
144423 BATTERY TERMINALS NOT CONNECTED TO BATTERY REPLACEMENT

29.73
103.5

NEEDED, CHARGING SYSTEM TEST PROVE NO PROBLEMS FOUND IN BATTERY OR
CHARGING SYSTEM REPLACED POSITIVE TERMINAL AND NEGATIVE TERMINAL WITH
WIRE, CONNECTION GOOD AND TIGHT AND NO PROBLEMS NOW FOUND.

Davie
Hollis

E** Battery Cable, Terminal - Replace

EL14 Battery Cable, Positive - Replace

Autoline (BBB)-# NIS1525

WARRANTY DISCLAIMER: ALL PARTS AND ACCESSORIES ARE SOLD AND ALL REPAIRS ARE PROVIDED BY THE DEALERSHIP AS-IS. THE DEALERSHIP HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF PARTS OR PRODUCTS OR THE REPAIR. THE ONLY WARRANTIES ON PARTS AND ACCESSORIES OR REPAIRS ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER OR THE ORIGINAL PARTS DISTRIBUTOR, AND ONLY SUCH MANUFACTURER OR DISTRIBUTOR SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. CUSTOMER SHALL NOT BE ENTITLED TO RECOVER FROM THE DEALERSHIP ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFIT OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

By signing below, you acknowledge that you were notified of and authorized the Dealership to perform the services/repairs itemized in this invoice and that you received (or had the opportunity to inspect) any replaced parts as requested by you. The vehicle is being returned to you in exchange for your payment of the amount due.

*SHOP SUPPLY COSTS:
We have added a charge equal to 10% of the total cost of labor, not to exceed \$19.99, to the Repair Order for shop supplies used in connection with this repair.

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.

DESCRIPTION	QTY
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES *	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

DATE: CUSTOMER SIGNATURE AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

Statement of Claim III (B) (\$63K - value of 2025 vehicle)

BBB AUTO LINE Customer Claim Form

Case number: NIS1525131
Contact Date: 08/09/15
Start Date:

Please make any necessary corrections to the information below, print or verify your VIN number and lienholder/leasing company information at the bottom of this page, and complete the missing information in Section 4 on the next page (attach additional sheets as needed).

SECTION 1: CUSTOMER INFORMATION

Titled owner:	Nicole Abrams-Kelly		
Mailing address:	9932 Janeiro Drive		
City:	Huntersville	State:	NC Zip code: 28078
Day phone:	(704) 787-5361	Evening phone:	(704) 787-5361 Cell phone:
Fax:	E-mail address: nicoleabramskelly@carolina.rr.com		

SECTION 2: VEHICLE INFORMATION

Make:	Nissan	Model:	Armada	Year:	2006	Current mileage:	139675
Name(s) that appears on the vehicle title: Nicole Abrams-Kelly							
Selling dealer/city/state: Modern Nissan of LKN, Cornelius, NC							
Primary Servicing dealer/city/state: Modern Nissan of LKN,							
Acquired as	<input checked="" type="checkbox"/> new	<input type="checkbox"/> used	<input type="checkbox"/> demo	<input type="checkbox"/> leased	Is the vehicle in your possession? <input checked="" type="checkbox"/> yes <input type="checkbox"/> no		
Purchase/lease date:	05/01/06			Mileage at purchase/lease:			
First repair attempt date:	11/22/10			First repair attempt mileage: 88182			
How often is the vehicle used for business purposes (percentage):	0 %	Number of vehicles owned or leased by the business:			Transmission type: <input checked="" type="checkbox"/> Automatic <input type="checkbox"/> Manual		
Has the vehicle been in an accident/had body damage?	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no			Date of accident: 11/19/2010			
Description of damage: Liability loss with frontal impact.							

SECTION 3: DESIRED OUTCOME (Describe what you want done to resolve your concern)

Nissan's 06 service manual has a SRS repair and replacement procedure for this issue. The warranty coverage for the remaining drivers side seatbelt is prorated for 10 yrs.. Confirmation of financial coverage for services would have to be provided by Nissan Consumers Affairs to the dealership.

07/19/2019: Salvage title requested; NHTSA Airbag recall parts ordered and replaced, 12/2010 and 05/2012: Problem persistent.
Vehicle Lemon Law: Pls. forward to NCDOT and Nissan-USA.

Tax, Tag, Fee & reimbursement from Modern of LKN?

Please complete the missing information in the box below and on page 2.

VEHICLE IDENTIFICATION NUMBER _____

Lienholder/Leasing Company N/A Phone Number N/A
Account Number N/A

III Statement of Claim (B)



NISSAN NORTH AMERICA, INC.

Consumer Affairs
P.O. Box 685003
Franklin, TN 37068-5003
Telephone: 1-800-647-7261

June 21, 2019

David Fox
Office of the Attorney General
Consumer Protection Specialist
9001 Mail Service Center
Raleigh, NC 27699-9001

**Re: Nicole Abrams-Kelly / Consumer Affairs Case: 36145206
File No. 1703032
2006 Nissan Armada / VIN 5N1AA08B56N726547**

Dear Mr. Fox:

Nissan North America, Inc. (NNA) thanks you for your correspondence regarding Ms. Nicole Abrams-Kelly and her 2006 Nissan Armada, VIN: 5N1AA08B56N726547.

Nissan North America realizes situations may occur with your Nissan vehicle that, unfortunately, fall outside of the parameters of the New Vehicle Limited Warranty provided with the vehicle. As a company interested in winning lifetime customers, Nissan apologizes for any inconvenience experienced.

Nissan North America carefully considered your request during a review of all of the available facts pertaining to your specific situation. Nissan regrets to inform you that we are not in a position to offer the resolution you are seeking due to the vehicle being outside the warranty parameters. We recommend contacting your insurance company directly to address these concerns.

Sincerely,

Amanda Yett

Amanda Yett
Arbitration Specialist
Nissan North America, Inc.
Email: amanda.yett@nissan-usa.com
Phone: 615-725-7851
Fax: 615-967-3870



BBB AUTO LINE PROGRAM SUMMARY

Nissan

Nissan has agreed to arbitrate certain warranty claims covered by the applicable state lemon law. Nissan has also agreed to arbitrate certain warranty claims not covered by the lemon law.

The following *Program Summary* describes the lemon law claims and other warranty claims that may be resolved through BBB AUTO LINE.

LEMON LAW CLAIMS

A claim seeking relief under the applicable lemon law must meet all standards of that law. The claim must be received by BBB AUTO LINE within the time period for filing a legal action or arbitration claim under that law. Please see the attached description of the lemon law provisions for your state.

If the claim meets all standards of the applicable lemon law, the arbitrator will award a refund or replacement vehicle including all remedies specifically provided by that law, **excluding** attorney's fees, any penalties or multiple damages. If the claim does not meet all standards of the applicable lemon law, the arbitrator may still award a remedy to a qualified warranty claim. (See "Warranty Claims" section below.)

Please note:

- ◆ The award will not include any manufacturer rebate the customer received or used as a downpayment or capitalized cost reduction.
- ◆ The arbitrator will decide whether the applicable lemon law permits an adjustment to the award for any trade-in over-allowance or debt from a previous transaction.
- ◆ The award will be reduced for the customer's use of the vehicle in accordance with the applicable lemon law.
- ◆ The customer may be required to pay for damage to the vehicle exceeding normal wear and tear.

III Statement of claim (B)

16 CV 28585

REPLACEMENT

When replacing a vehicle under the North Carolina lemon law, the manufacturer must replace the motor vehicle with a comparable new motor vehicle. The reasonable allowance for use does not apply to a replacement.

In the replacement of a leased vehicle, the lessor must transfer title of the motor vehicle to the manufacturer as necessary to effectuate the consumer's rights under the lemon law.

This information is not intended as legal advice. Please direct specific questions to your legal counsel.
© 2005, Council of Better Business Bureaus, Inc.

C. For Goods Sold and Delivered

The defendant owes the plaintiff (specify the amount) \$ 63,000, for goods sold and delivered by the plaintiff to the defendant from (date) 5/1/2006 to (date) 2/7/2017.

D. For Money Loaned

The defendant owes the plaintiff (specify the amount) \$ 96.08, for money the plaintiff loaned the defendant on (date) 2/7/2017. (Temporary Storage for repair inspection)

E. For Money Paid by Mistake

The defendant owes the plaintiff (specify the amount) \$ 200.00 for money paid by mistake to the defendant on (date) 2/7/2017, when the defendant received the payment from (specify who paid and describe the circumstances of the payment)

Fee assessed by dealership for repair inspection; vehicle later salvaged.

F. For Money Had and Received

The defendant was paid money (specify the amount) \$ ~3,500.00 on (date) 2/7/2017 by (identify who paid and describe the circumstances of the payment) Nicole Abrams-Kelly paid for repairs and general maintenance.

16 CVM 28585 - Restoration of vehicle promised with repairs or maintenance.
It is unjust for the defendant not to pay the plaintiff the money received because (explain the reason, such as that the money was intended to be paid to the plaintiff, or was paid by coercion, duress, or fraud, or was an overpayment or a deposit to be returned)

IV. Relief

The vehicle was deemed "unsafe to drive" due to negligence of Nissan manufacturer refusal to replace airbag system and GEICO Insurance inability to restore vehicle after collision due to Nissan Vehicle defects.

State briefly and precisely what damages or other relief the plaintiff asks the court to order. Do not make legal arguments. Include any basis for claiming that the wrongs alleged are continuing at the present time. Include the amounts of any actual damages claimed for the acts alleged and the basis for these amounts. Include any punitive or exemplary damages claimed, the amounts, and the reasons you claim you are entitled to actual or punitive money damages.

V.

110CVM 28585 Motion Statement for replacement of vehicle or value of replacement vehicle (\$63,000). Vehicles not available from 2010-2021 due to defects.

Certification and Closing
Under Federal Rule of Civil Procedure 11, by signing below, I certify to the best of my knowledge, information, and belief that this complaint: (1) is not being presented for an improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation; (2) is supported by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law; (3) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery; and (4) the complaint otherwise complies with the requirements of Rule 11.

A. For Parties Without an Attorney

I agree to provide the Clerk's Office with any changes to my address where case-related papers may be served. I understand that my failure to keep a current address on file with the Clerk's Office may result in the dismissal of my case.

Date of signing: 2/5/2025

Signature of Plaintiff

Printed Name of Plaintiff

Nicole Abrams-Kelly

B. For Attorneys

Date of signing:

Signature of Attorney

Printed Name of Attorney

Bar Number

Name of Law Firm

Street Address

State and Zip Code

Telephone Number

E-mail Address

III Statement of Claim (F)

#20241213_COFRL_ESBT1

STATE OF NORTH CAROLINA
MECKLENBURG COUNTYMECKLENBURG COUNTY
FILED #156
JAN 12 2017
AT CLERK SUPERIOR COURT

IN THE GENERAL COURT OF JUSTICE

DISTRICT COURT DIVISION

SMALL CLAIMS, 16 CVM 28585

Name of plaintiff

Nicole Abrams-Kelly

vs
Myra Chavez,
GeicoName of defendant

Within 15 days of the date of this order, Plaintiff(s) shall amend the complaint in the following manner(s) and have the amended complaint served on the proper parties in accordance with the North Carolina Rules of Civil Procedure.

After 15 days, the Court may dismiss this action with or without prejudice and without further notice should the party(s) fail to amend the complaint or have the complaint properly served.

REASON FOR AMENDMENT:

TO ADD ANOTHER PARTY PLAINTIFF _____ AND/OR
 DEFENDANT _____.

TO PROVIDE A PROPER DESCRIPTION OF THE PROPERTY.

TO ADD A CAUSE OF ACTION OR PLEAD ANOTHER CAUSE OF ACTION.

TO INDICATE ANY DAMAGES.

TO DETERMINE THE PROPER NAME OF THE PARTY AND IF DIFFERENT THAN THE ORIGINALLY NAMED PARTY HAVE SUCH PARTY NAMED IN THE COMPLAINT.

TO PROVIDE A MORE DEFINITE STATEMENT AS TO THE CAUSE OF ACTION.

OTHER: _____

The clerk is directed to assign this case to the docket of the below-signed Magistrate.

This the 10th day of January, 2016. K. Mactay Magistrate

III Statement of Claim (C), (E), (F)

IV Relief - (replacement of vehicle or value in lieu of vehicle (#3k))

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

IN THE GENERAL COURT OF JUSTICE
SUPERIOR DISTRICT COURT DIVISION

FILE NUMBER: 11oCVN28585

Nicole Abrams-Kelly,)
(nee Nicole Abrams),)
9932 Janeiro Drive,)
 Huntersville, NC 28078-9254,)
Plaintiff,)
)
vs.)
GEICO/NISSAN of,)
North America Corporation,)
c/o M. Chavez,)
Defendant.)

MOTION - Judge Order

- (1) Rule 56 - G.S. 1A-56 page (D); Recovery of claim for property salvaged (10/4/2018) by NISSAN dealership.
- * (2) Lemon Law - North Carolina Final determination (10/4/2018).
- (3) Property Rights - divorced (2014); Rule 37.

NOW COMES Nicole Abrams-Kelly, the Plaintiff Defendant, in the above
(Print Your Name)

entitled action and I am asking for the following relief: (list the type of relief you are seeking from the Court)

Summary Judgment under Rule 56. Discovery
Amendment requested by Judge for a continuance
due to the consult of an Arbitration Attorney (NISSAN).
Response received June 21, 2019; M Horney General
State File # 170 3032. Cause of Action: Vehicle was a
Lemon law filing accepted by the BBB Autoline program in 2015.

I am asking for this relief because: (list the supporting reasons why you want the Court to grant your motion)

I filed (2) letters with the NC Federal District Court
as of October 17, 2023. Attached as Evidence (1). I filed the
second letter with the Federal Department of Transportation
for enforcement of the Arbitrator Award Decision for the
Lemon law vehicle claim(s), File # NIS 152513; for replacement
by NISSAN and reimbursement by GEICO for unnecessary repairs/maintenance.
Evidence (2)

This the 24 day of September, 2024

Nicole Abrams-Kelly

Plaintiff Defendant

9932 Janeiro Drive

Address

Huntersville, NC 28078-9254
City/ State/Zip

City/ State/Zip

(856) 379-9004
Telephone

VERIFICATION

Nicole Abrams-Kelly
(insert your name) says that he/she is the Plaintiff

Defendant in this matter, that he/she has read the foregoing MOTION and knows the contents to be true of his/her own personal knowledge, except for those matters and things set forth upon information and belief; and as to those matters and things, he/she believes them to be true.

Plaintiff Defendant

Sworn to and subscribed before me this 9th day of

My commission expires:

